

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
DEBORAH D. PETERSON,
Personal Representative of the Estate of
James C. Knipple (Dec.), et al.,

Plaintiffs,

v.

ISLAMIC REPUBLIC OF IRAN, et al.,

Defendants.
-----x

Case No. 13 Civ. 9195 (KBF)

FILED UNDER SEAL

CONTAINS CONFIDENTIAL
MATERIAL SUBJECT TO
PROTECTIVE ORDER

DECLARATION OF MATHIAS PAPENFUß

I, Mathias Papenfuß declare under penalty of perjury under the laws of the United States of America that the following facts are true and correct to the best of my knowledge, information, and belief:

1. I am and have been the Head of Operations of Clearstream Banking S.A. (“Clearstream”) since 2010, and am currently an Executive Management Committee Member of Clearstream and a Board Member of Clearstream International S.A. and Clearstream Banking AG. In that capacity, I am familiar with the U.S. dollar cash correspondent bank account Clearstream maintains in New York (the “JPMorgan Account” or “the Account”) at JPMorgan Chase Bank, N.A. (“JPMorgan”), including records reflecting transactions in the JPMorgan Account. I am also familiar with the custodial account of Banca UBAE S.p.A. (“UBAE”) that Clearstream blocked in 2008 (the “Blocked Account”). I submit this Declaration in support of Clearstream’s opposition to Plaintiffs’ motion for writs of execution, the restraint of certain

assets, and an order pursuant to 28 U.S.C. § 1610(c). This Declaration is based upon my personal knowledge of the facts set forth herein.

The JPMorgan Account

2. Clearstream acts as a securities intermediary for its customers in Luxembourg. Clearstream does not act as a securities intermediary in the United States, nor does it have a bank branch in the United States. Therefore, Clearstream uses its cash correspondent account at JPMorgan as a deposit account for many types of U.S. dollar payments to Clearstream, including the deposit of U.S. dollar payments on the security entitlements at issue in this litigation which were held by Clearstream outside of the United States (the “Offshore Security Entitlements”). No security entitlements are held in the JPMorgan Account.

3. The JPMorgan Account is in the name of Clearstream and contains no sub-accounts. No assets of any customer of Clearstream are held, or have ever been held, in the JPMorgan Account.

4. When deposits are made into the Account, JPMorgan credits the Account. The obligations credited to Clearstream by JPMorgan are booked as assets of Clearstream on Clearstream’s balance sheet pursuant to applicable Luxembourg banking law and accounting rules.

5. Each business day Clearstream uses U.S. dollars deposited in the JPMorgan Account to pay its current U.S. dollar obligations. Each business day, approximately \$7-9 billion flows into the JPMorgan Account, and each business day a roughly equivalent sum flows out. There is no necessary relationship between the source of the deposits into the account and the uses to which the deposited funds are put.

6. When Clearstream receives a payment in the JPMorgan Account on its own security entitlements, Clearstream credits the account of any customers in Luxembourg holding security entitlements against Clearstream relating to a security with the same ISIN. No transfer of cash is made from the JPMorgan Account to any customer account in Clearstream in Luxembourg.

7. If a customer requests a U.S. dollar cash transfer from its account in Luxembourg, and indicates in the narrative of the instruction that the transfer relates to a particular U.S. dollar-denominated ISIN, Clearstream will initiate such a transfer after debiting the customer's account, indicating in the transfer, the same information as mentioned on the customer instruction. The transfer may be made using U.S. dollars from available funds in the JPMorgan Account. However, Clearstream does not hold funds in the JPMorgan Account in relation to specific U.S. dollar obligations to specific customers.

8. On some days, the JPMorgan Account reflects a negative balance at the end of the day. October 15, 2012 is identified by Plaintiffs as the date of the last payment into the JPMorgan Account of proceeds of any of the Offshore Security Entitlements. *See* Declaration of Liviu Vogel, dated July 11, 2014 (Vogel Decl.), Ex. 2. My review of Clearstream's records indicates that the JPMorgan Account reflected a negative balance on October 17, 2012, and October 23, 2012.

Payments on the Offshore Security Entitlements

9. The amount and schedule of the payments of principal and interest on Offshore Security Entitlements held by Clearstream are described in the offering circulars governing the bonds underlying the Offshore Security Entitlements. *See, e.g.,* Vogel Decl., Ex. 28. Payments were received automatically from the paying agents, without instruction from Clearstream. *See,*

e.g., European Investment Bank Offering Circular, dated August 19, 2004, and applicable Pricing Supplement, dated July 22, 2005, for ISIN XS0225513703, attached hereto as Exs. A and B, respectively.

10. Clearstream may hold a position in a specific ISIN that reflects the holdings of more than one customer in the same ISIN, as was the case with the Offshore Security Entitlements. The total of the payments received with respect to the Offshore Security Entitlements generally matched the aggregate obligations of Clearstream to its customers with respect to their security entitlements relating to the same ISINs.

11. No funds credited to Clearstream in the JPMorgan Account as of the date of this declaration are, or relate to, either the Offshore Security Entitlements or any assets owned by UBAE or Bank Markazi.

The UBAE Blocked Account

12. UBAE held, in a custodial account at Clearstream in Luxembourg, security entitlements against Clearstream relating to the same ISINs that constituted the Offshore Security Entitlements. UBAE's custodial account is governed by Clearstream's General Terms and Conditions. Account statements are issued in Luxembourg. Clearstream has no accounts for customers in the United States. Clearstream accepts instructions from UBAE only in Luxembourg.


13. In July 2008, Clearstream blocked UBAE's custodial account, in order to ensure compliance with possible applicable sanctions laws, because the security entitlements reflected in the account were alleged to be held by UBAE for Bank Markazi. Since the UBAE account was blocked, no payments or disbursements have been made from the account (the "Blocked Account").


14. However, as automatic payments of principal and interest continued to be made on Clearstream's Offshore Security Entitlements, Clearstream continued to credit corresponding interest and principal payments to the Blocked Account. Clearstream never issued any instructions to JPMorgan to transfer any funds received in the JPMorgan Account to the Blocked Account, and no such transfers occurred.

15. As of May 31, 2013, the Blocked Account had a balance of \$1,683,184,679.47. *See Vogel Decl.*, Exs. 24 and 30.

16. All payments made into the JPMorgan Account on Offshore Security Entitlements that corresponded to security entitlements held in the Blocked Account were used to make payments to satisfy Clearstream obligations that were unrelated to security entitlements held against Clearstream in the Blocked Account.

17. Clearstream's obligation to UBAE with respect to the Blocked Account is reflected as a liability on Clearstream's balance sheet. Clearstream does not maintain a \$1.683 billion balance at any financial institution to correspond to this obligation. If and when Clearstream receives an appropriate direction to pay the U.S. dollars credited to the Blocked Account, Clearstream will obtain the necessary U.S. dollars from any of several sources, including from funds that may at such time be available from the JPMorgan Account.


Executed this 5th day of August, 2014.



Mathias Papenfuß

Exhibit A
(Filed Under Seal)

Offering Circular



European Investment Bank

**EUR 100,000,000,000
Debt Issuance Programme**

This offering circular describes the debt issuance programme under which European Investment Bank may from time to time issue debt securities in the international bond market. Such securities will be issued on the terms and conditions set out in this document as modified and supplemented by a pricing supplement published at the time of issue.

Application has been made to list the securities to be issued under this programme on the Luxembourg Stock Exchange. However, unlisted securities, and securities listed on other stock exchanges, may also be issued.

Securities issued under the programme will (unless otherwise specified in the relevant pricing supplement) be issued in global form and deposited with either a depositary for Euroclear Bank S.A./N.V., as operator of the Euroclear System and Clearstream Banking, société anonyme, or a custodian for the Depositary Trust Company. For more details see "Summary of provisions relating to the securities while in global form" on pages 22 to 25.

In many countries it is unlawful to offer securities for sale without complying with certain laws and regulations. No securities issued under this programme may be offered or sold except in compliance with such laws and regulations. Readers of this document should inform themselves about such laws and regulations. For more details see "Subscription and sale" on pages 27 and 28.

The securities issued under this programme have not been and will not be registered under the U.S. Securities Act of 1933 (the "Securities Act"), and may include securities in bearer form that are subject to U.S. tax law requirements. Securities issued under this programme may not be offered, sold or delivered within the United States unless pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. tax law requirement are satisfied.

Arrangers

Deutsche Bank

Goldman Sachs International

The date of this offering circular is 19 August 2004

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NOTICE TO READERS

This document, together with each pricing supplement, contains all the information that European Investment Bank has authorised to be published concerning the programme. Any information not contained herein must not be relied upon as having been authorised by European Investment Bank, the Arrangers or any relevant dealer. This document does not constitute an offer of, or an invitation to purchase, any securities.

In connection with any issue of securities, one of the relevant dealers may act as stabilising manager. The identity of the stabilising manager will be disclosed in the relevant pricing supplement. The stabilising manager may over-allot or effect transactions with a view to supporting the market price of the securities at a level higher than that which might otherwise prevail for a limited period. However there may be no obligation on the stabilising agent to do this. Such stabilising, if commenced, may be discontinued at any time. It must be carried out in accordance with applicable laws and regulations and must be brought to an end after a limited period.

The terms and conditions set out in this offering circular apply to issues of securities on or after the date of this offering circular unless the relevant pricing supplement specifies that the terms and conditions set out in another offering circular apply to such issue. This offering circular was last revised on the date appearing on the cover. It speaks as of that date only.

SUMMARY DESCRIPTION OF THE PROGRAMME

The following is a summary only. For full details, refer to the appropriate section elsewhere in this document. Securities may be issued on terms that are different from those appearing in this document. If so, the relevant terms will be specified in the pricing supplement relating to those securities.

Issuer:	European Investment Bank (“EIB”)
Programme limit:	EUR 100,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate net proceeds of securities outstanding at any one time.
Agents and dealers:	Citibank, N.A. is the fiscal agent under the programme. Other agents are listed at the end of this offering circular. The relevant dealers appointed in relation to each issue of securities will be identified in the relevant pricing supplement.
Method of issue:	Securities may be issued on a multi-dealer (“syndicated”) or single-dealer basis (“non-syndicated”).
Further issues:	If an issue is intended to be consolidated and form a single series with an existing issue, its terms will be identical to the terms of that existing issue save in respect of the principal amount, issue date, first interest payment date (if any) and issue price.
Issue price:	Securities may be issued at their principal amount or at a discount or premium to their principal amount. Partly-paid securities may be issued, the issue price of which will be payable in two or more instalments.
Form of securities:	Securities may be issued in the following forms: <ul style="list-style-type: none"> (i) bearer (ii) registered (iii) bearer exchangeable for registered.
Clearing systems:	Securities will normally be initially issued to a common depository for Euroclear Bank S.A./N.V., as operator of the Euroclear System (“Euroclear”) and Clearstream Banking, société anonyme (“Clearstream Banking Luxembourg”) or deposited with a custodian for, and registered in the name of Cede & Co. as nominee for, the Depository Trust Company (“DTC”). Securities may also be issued to a custodian for Clearstream Banking Aktiengesellschaft (“Clearstream Banking Frankfurt”) or for any other clearing system agreed by EIB, the relevant dealer and the Fiscal Agent.
Currencies:	Any currency (subject to compliance with relevant laws).
Maturities:	Any maturity (subject to compliance with relevant laws).
Denominations:	As specified in the relevant pricing supplement.
Redemption:	Principal may be repaid in a single payment at maturity, or by instalments.

Optional redemption:	Each pricing supplement will state whether the relevant securities may be redeemed prior to their stated maturity at the option of EIB (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption. □
Purchase of securities by EIB:	EIB may at any time purchase securities in the open market or otherwise at any price. Any securities so purchased may be held, sold or cancelled at EIB's discretion.
Status of securities:	Senior unsecured. See "Status and Negative Pledge" on page 7.
Negative pledge:	Securities will be issued with the benefit of EIB's standard negative pledge. See "Status and Negative Pledge" on page 7.
Cross-default:	Securities will be issued with the benefit of EIB's standard cross-default clause. See "Events of Default" on page 15.
Governing law:	English law, Luxembourg law or another governing law as specified in the relevant pricing supplement.
Listing:	Securities may be listed or unlisted. Listed securities will normally be listed on the Luxembourg Stock Exchange, but may be listed on another stock exchange.
Redenomination:	Securities denominated in a currency that may be converted into euro may be subject to special provisions relating to redenomination, renominatisation and/or consolidation with other securities denominated in euro, if specified in the relevant pricing supplement.
Selling Restrictions:	There are restrictions on the sale of securities and the distribution of offering material in various jurisdictions. See "Subscription and Sale" on pages 27 and 28.
Transfer Restrictions:	There are restrictions on the transfer of registered securities sold pursuant to Rule 144A under the Securities Act ("Rule 144A"). See "Rule 144A Issues" on pages 29 to 31.

RISK FACTORS RELATING TO STRUCTURED SECURITIES

Structured securities are securities in relation to which principal and/or interest is linked to exchange rates, commodity prices, interest rates, credit events or other assets, indices, formulae or events or which may be redeemed early at the option of EIB.

An investment in structured securities may entail significant risks not associated with similar investments in conventional debt securities, including the risks that the resulting interest rate will be less than that payable on a conventional debt security at the same time and/or that an investor could lose all or a substantial portion of the principal amount of its investment.

Historical values should not be taken as an indication of future values.

This section does not describe all the risks of an investment in structured securities. Prospective purchasers should consult their own professional advisers about the risks associated with investment in a particular series of securities and the suitability of investing in those securities in the light of their particular circumstances.

TERMS AND CONDITIONS OF THE SECURITIES

The following are the terms and conditions (the "Conditions") that, as supplemented or varied by the relevant pricing supplement, shall be applicable to the securities in definitive form (if any) issued in exchange for the global bond(s) or collective bond representing them. The full text of the terms and conditions of any series of securities shall be endorsed on the relevant definitive bonds or certificates. References in these conditions to "Bonds" are to securities of one series only, not to all securities that may be issued under the programme.

While Bonds are in global form, these Conditions are supplemented and varied by other provisions. See "Summary of provisions relating to securities in global form" on pages 22 to 25.

Where information is stated to be "specified", it will be specified in the pricing supplement relating to the Bonds. Capitalised terms which are not defined within the text are defined in Condition 18 or by the pricing supplement.

1 Agency Agreement and Agents

The Bonds are issued pursuant to the Agency Agreement between European Investment Bank ("EIB") as issuer and Citibank, N.A. as Fiscal Agent, principal Paying Agent, Registrar, Transfer Agent, Exchange Agent and Calculation Agent and Dexia Banque Internationale à Luxembourg, société anonyme as Paying Agent and Transfer Agent. Bondholders are deemed to have notice of all of the provisions of the Agency Agreement.

If the pricing supplement states that the Bonds are governed by English law, then the Bonds are issued additionally with the benefit of the Deed of Covenant executed by EIB.

The pricing supplement will specify the identities of the agents appointed in relation to the Bonds, and the office(s) out of which they are acting for that purpose. In the case of Bearer Bonds, this will include the Fiscal Agent and principal Paying Agent and may include one or more additional Paying Agents. In the case of Registered Bonds, this will include the Fiscal Agent and the Registrar and may include one or more Transfer Agents and an Exchange Agent. Unless otherwise specified, the Fiscal Agent will also act as Calculation Agent. In these conditions, the term "Paying Agent" shall include the Fiscal Agent.

The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents, the Exchange Agent and the Calculation Agent act solely as agents of EIB and do not assume any obligation or relationship of agency or trust for or with any Bondholder or Couponholder. EIB reserves the right at any time to vary or terminate the appointment of any agent and to appoint additional or other agents, provided that EIB shall at all times maintain a Fiscal Agent, a Registrar (in relation to Registered Bonds), one or more Calculation Agents where the conditions so require and such other agents as may be required by the rules of any stock exchange on which the Bonds may be listed. Notice of any change in the identity or the specified office of any agent will promptly be given to Bondholders.

2 Form, Denomination and Title

The Bonds are issued either as Bearer Bonds or as Registered Bonds. Exchangeable Bearer Bonds may, as so specified, be exchanged for an equivalent principal amount of Registered Bonds. Bonds will be issued in the denomination(s) specified. When used below, the expression "Bearer Bonds" includes Exchangeable Bearer Bonds.

Bearer Bonds are serially numbered and, if they bear interest, are issued with Coupons and, if necessary, Talons, attached. Bearer Bonds that are redeemable in instalments of principal are issued with Receipts attached.

Certificates shall be issued to Holders of Registered Bonds. Title to Bearer Bonds, Coupons and Talons shall pass by delivery. Title to Registered Bonds shall pass by registration in the Register. Each Receipt is to be detached from its Bond only by a Paying Agent when the relevant instalment of principal is paid, to show that the Holder of the Bond has received that instalment of principal. A Receipt is not a bearer instrument and title to it cannot pass separately from the Bond to which it is attached on issue. If detached from the relevant Bond it is, therefore, of no effect.

The Holder of any Bond, Coupon or Talon shall be deemed to be its absolute owner for all purposes, regardless of any notice of trust or joint ownership, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate).

Bearer Bonds, once issued in definitive form in one denomination, may not be exchanged for Bearer Bonds of another denomination.

3 Provisions relating to Registered Bonds

(a) *Exchange of Exchangeable Bearer Bonds*

Subject as provided in paragraph (f) below, Exchangeable Bearer Bonds may be exchanged for the same aggregate principal amount of Registered Bonds at the request in writing of the relevant Bondholder. The Bondholder must surrender each Exchangeable Bearer Bond to be exchanged, together with all unmatured Coupons and Talons relating to it, at the specified office of a Transfer Agent. In this context an “unmatured” Coupon is one in relation to which the Record Date has not yet occurred.

(b) *Transfer of Registered Bonds*

Registered Bonds may be transferred upon the surrender (at the specified office of the Registrar or a Transfer Agent) of the Certificate representing such Registered Bonds, together with the form of transfer endorsed on such Certificate duly completed and executed and any other evidence that the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Bonds represented by one Certificate, the existing Certificate shall be cancelled and two new Certificates shall be issued: one to the transferee, in respect of the Bonds transferred, and one to the transferor, in respect of the Bonds not transferred.

(c) *Exercise of options in respect of, or partial redemption of, Registered Bonds*

In the case of an exercise of EIB's or a Bondholder's option in respect of, or a partial redemption of, a holding of Registered Bonds represented by a single Certificate, a new Certificate shall be issued to the Holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Bonds of the same holding having different terms, separate Certificates shall be issued in respect of those Bonds of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or a Transfer Agent. In the case of a transfer of Registered Bonds to a person who is already a holder of Registered Bonds, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) *Delivery of new Certificates*

Each new Certificate to be issued pursuant to this condition shall be available for delivery within three business days (at the specified office of the Registrar or the relevant Transfer Agent) of receipt of the required documentation by the Registrar or a Transfer Agent. Delivery of the new Certificate shall be made by collection from the office to which the relevant application was made. Alternatively, if

requested in writing by the Holder of the Bonds represented by the new Certificate (and at such Holder's risk), the new Certificate may be despatched by uninsured mail to the address specified by the Holder.

(e) *Registration free of charge*

Neither EIB, the Registrar nor any Transfer Agent shall charge for any registration. However, if any tax or duty is, or may be, imposed in connection with such registration, registration may be refused until the person applying for the registration has paid such tax or duty (or has given such indemnity as the Registrar or Transfer Agent may require).

(f) *Closed periods*

No Bondholder may require the transfer of a Registered Bond to be registered or an Exchangeable Bearer Bond to be exchanged:

- (i) during the period of fifteen days before the final redemption date of the Bond or the date for payment of an instalment of principal
- (ii) during the period of fifteen days before any date on which the Bond may be called for redemption by EIB on exercise of an issuer's option
- (iii) after the Bond has been called for redemption by EIB on exercise of an issuer's option or
- (iv) during the period of seven days before any Record Date.

An Exchangeable Bearer Bond called for redemption by EIB on exercise of an issuer's option may, however, be exchanged for one or more Registered Bond(s) before the relevant Record Date. In such an event the Registrar or Transfer Agent may require the new Certificate to be surrendered immediately on issue.

4 Status and Negative Pledge

The Bonds, Coupons and Talons will be unconditional, direct and general obligations of EIB in accordance with their terms for their payment and performance. The Bonds, Coupons and Talons will rank *pari passu* with any present or future indebtedness of EIB represented by any unsubordinated notes, bonds or other securities, except indebtedness (i) incurred for all or part of the purchase price of property purchased by EIB and (ii) secured by any mortgage, pledge or other security interest on such property but otherwise ranking *pari passu* with the Bonds, Coupons and Talons. If EIB shall in the future secure any such present or future indebtedness by any mortgage, pledge or other security interest on any present or future assets or revenues (other than mortgages, pledges or security interests on property purchased by EIB as security for all or part of the purchase price), the Bonds, Coupons and Talons will be secured by such mortgage, pledge or security interest equally and rateably with such indebtedness and the instrument creating such mortgage, pledge or other security interest will expressly so provide.

5 Interest and other Calculations

(a) *Interest Rate and accrual*

Each Bond shall be of the Interest Type specified.

Each Bond (except those with an Interest Type specified as Zero Coupon) shall bear interest at the rate(s) specified in respect of the period from the Interest Commencement Date to the first Interest Period End Date and each successive period from one Interest Period End Date to the next. Each of

these periods is a “Calculation Period”. When counting the number of days in any period, the first day shall be included, but not the last.

The amount of interest payable on any Bond in respect of any period shall be the product of the following formula:

$$\text{Outstanding principal amount of the Bond} \times \text{Interest Rate for the relevant Calculation Period} \times \text{Day Count Fraction}$$

Interest shall be payable in arrear on each Interest Payment Date.

Interest shall cease to accrue on each Bond on the due date for redemption unless, when the Bond is presented for payment of principal, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Interest Rate until the Actual Payment Date. The foregoing rule shall also apply, *mutatis mutandis*, in the event of late payment of an instalment of principal or the late payment of interest.

If no Day Count Fraction is specified, the Day Count Fraction will be determined by the Calculation Agent in accordance with market practice.

(b) Interest Rate on Fixed Rate Bonds

If the Interest Type is specified as being Fixed Rate, the Interest Rate for the relevant Calculation Period shall be the rate, expressed as a decimal, equal to the per annum rate specified.

However, if an Interest Amount in respect of each or any Calculation Period (or a Broken Amount in respect of any period less than a full Calculation Period), or a method for its calculation, is specified the amount of interest payable on the Interest Payment Date applicable to such period shall be that Interest Amount (or Broken Amount), or shall be calculated in accordance with that method, specified instead of in accordance with Condition 5(a).

(c) Interest Rate on Floating Rate Bonds

If the Interest Type is specified as being Floating Rate, the Interest Rate for the relevant Calculation Period shall be determined by the Calculation Agent on each Interest Determination Date in accordance with the following provisions. The Interest Rate for each Calculation Period shall apply with effect from the Reset Date for that Calculation Period.

If the pricing supplement specifies “Screen Page”, the Interest Rate for a Reset Date shall be the rate for deposits in the Relevant Currency for a period of the Designated Maturity which appears on that Screen Page as of the Interest Determination Time on the Interest Determination Date, provided that if such rate does not appear on the Screen Page, the Interest Rate for that Reset Date shall be determined as if the pricing supplement had specified “Reference Banks”.

If the pricing supplement specifies “Reference Banks”, the Interest Rate for a Reset Date will be determined on the basis of the rates at which deposits in the Relevant Currency are offered by the Reference Banks at approximately the Interest Determination Time on the Interest Determination Date to prime banks in the Reference Market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the Interest Rate for that Reset Date shall be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the principal financial centre of the relevant currency (or if the Relevant Currency is the euro, major banks in the euro-zone) at approximately the Interest Determination Time on that Reset

Date for loans in the Relevant Currency to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. However, if fewer than two such banks are so quoting to leading European banks, the Interest Rate shall be determined by the Calculation Agent in its discretion, having taken into account relevant market practice.

If, on any Interest Determination Date, rates are not available for a period exactly equal to the Designated Maturity then, unless it is specified that Linear Interpolation does not apply (in which case a substitute method of determination shall be specified), the Interest Rate to be determined on that date shall be determined through the use of straight-line interpolation by reference to the rates appearing on the Screen Page or quoted by the Reference Banks, as applicable, for two different periods, one of which shall be the period of time for which rates are available next shorter than the Designated Maturity, and the other of which shall be the period of time for which rates are available next longer than the Designated Maturity.

(d) Business Day Conventions

Certain dates may be specified to be subject to adjustment in accordance with a Business Day Convention. If such a date would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention is specified to be:

- (i) "Following", that date shall be postponed to the first following day that is a Business Day
- (ii) "Modified Following", that date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date shall be brought forward to the first preceding day that is a Business Day
- (iii) "Preceding", that date shall be brought forward to the first preceding day that is a Business Day or
- (iv) "FRN", that date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month, in which event such date shall be brought forward to the first preceding day that is a Business Day, and each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment.

(e) Margin, Rate Multiplier, maximum and minimum amounts

If any Margin or Rate Multiplier is specified, an adjustment shall be made to the Interest Rate by adding such Margin or multiplying by such Rate Multiplier.

If a maximum or minimum for any amount (such as an Interest Rate, Instalment Amount or Redemption Amount) is specified, then such amount shall, notwithstanding any other provision in these conditions, be subject to such maximum or minimum.

(f) Calculations and publication of information

Unless otherwise specified, amounts payable in euro, U.S. dollars, pounds sterling or Japanese yen shall be rounded to the nearest cent, penny or yen, with one half of one cent, penny or yen rounded up.

Unless otherwise specified, percentages shall be rounded to the nearest one-hundred-thousandth of a percentage point, with 0.000005 per cent. rounded up.

Each determination or calculation by the Calculation Agent shall, in the absence of manifest error, be final and binding upon all parties.

As soon as practicable after the Calculation Agent has determined each amount of interest payable, each Instalment Amount or each Redemption Amount (other than in a case where such amount can be calculated from the face of these conditions without the making of any determination) the Calculation Agent shall cause such rates and/or amounts to be notified to EIB, each of the Paying Agents, the Bondholders, any other Calculation Agent appointed in respect of the Bonds that is to make a further calculation upon receipt of such information and, if the Bonds are listed on a stock exchange and the rules of such exchange so require, such exchange. Such notifications shall be made within the time limits specified in the Agency Agreement or Calculation Agency Agreement, as applicable.

(g) *Appointment of Calculation Agent(s)*

EIB shall procure that so long as any Bond is outstanding there shall at all times be one or more Calculation Agents if provision is made for them in these Conditions. Where more than one Calculation Agent is appointed in respect of the Bonds, references in these conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties in relation to the Bonds. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Interest Rate for a Calculation Period or to calculate any amount of interest payable, any Instalment Amount or any Redemption Amount or to comply with any other requirement, EIB shall appoint a leading bank active in the Reference Market to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed by EIB.

6 Redemption and Options

(a) *Normal redemption*

Each Bond (other than a Bond that provides for Instalment Dates and Instalment Amounts) shall be redeemed on the Maturity Date at its Redemption Amount (which, unless otherwise specified, shall be its principal amount).

Each Bond that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date in the Instalment Amount specified. The outstanding principal amount of each such Bond shall be reduced by the Instalment Amount with effect from the relevant Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case such amount shall remain outstanding until the Actual Payment Date relating to such Instalment Amount.

(b) *Early redemption of Zero Coupon Bonds following an Event of Default*

The amount payable in respect of a Bond in relation to which the Interest Type is specified as being Zero Coupon upon it becoming due and payable following an Event of Default shall be the present value of its scheduled Redemption Amount discounted back from the Maturity Date to the date on which it becomes due and payable using an annual discount rate equal to the Amortisation Yield.

(c) *Redemption or other action at the option of EIB*

If it is specified that Issuer's Optional Redemption applies, the Bonds may be redeemed at the option of EIB within the Issuer's Exercise Period. If "Yes" is specified in relation to the item "Permitted in Part", EIB may redeem all or some only of the Bonds. The Bonds to be redeemed shall, unless a different Issuer's Optional Redemption Price is specified, be redeemed at an amount equal to 100 per cent. of their principal amount together with any interest accrued to the date of redemption.

In order to exercise its option, EIB must give the specified Amount of Notice to the Bondholders specifying the date within the Issuer's Exercise Period on which redemption shall take place. Such

notice shall be irrevocable. In the case of redemption of some Bonds only, the Bonds to be redeemed shall be selected by lot and the notice to Bondholders shall state the serial numbers of the Bonds to be redeemed. Selection shall take place in compliance with any applicable laws and stock exchange requirements.

When any Bearer Bond is redeemed at the option of EIB, all unmatured Coupons and unexchanged Talons relating to that Bond shall be cancelled and no payment shall be made in respect of them.

So long as the Bonds are listed on the Luxembourg Stock Exchange and the rules of that exchange so require, EIB shall, once in each year in which there has been a partial redemption of the Bonds, cause to be published in a leading newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort* or the *Tageblatt*) a notice specifying the aggregate principal amount of Bonds outstanding and a list of the serial numbers of Bonds drawn for redemption but not surrendered.

If EIB has the option to take any other action in relation to the Bonds, the provisions relating to such option shall be set out in the pricing supplement.

(d) *Redemption or other action at the option of Bondholders*

If it is specified that Bondholder's Optional Redemption applies, any Bond may be redeemed at the option of its Holder within the Bondholder's Exercise Period. The Bonds to be redeemed shall, unless a different Bondholder's Optional Redemption Price is specified, be redeemed at an amount equal to 100 per cent. of their principal amount together with any interest accrued to the date of redemption.

In order to exercise its option, the Holder of a Bearer Bond must deposit such Bond, together with all unmatured Coupons and unexchanged Talons, with any Paying Agent at its specified office, together with a duly completed option exercise notice in the form obtainable from any Paying Agent; the Holder of a Registered Bond must deposit the Certificate relating to such Bond with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice in the form obtainable from the Registrar or any Transfer Agent. In each case the deposit must be made within the Bondholder's Exercise Period, and shall be irrevocable. If all unmatured Coupons and unexchanged Talons are not surrendered in accordance with this paragraph, exercise of the option shall be refused.

If Bondholders have the option to take any other action in relation to the Bonds, the provisions relating to such option shall be set out in the pricing supplement.

7 Provisions related to index-linked Bonds

This Condition shall apply, if so specified, in relation to any amount or rate the value of which is based upon the level of an index.

(a) *Market Disruption Event*

If Market Disruption Event is specified as applying and a Market Disruption Event has occurred and is continuing on a Valuation Date, that Valuation Date shall be postponed to the first succeeding Index Business Day on which there is no Market Disruption Event unless there is a Market Disruption Event on each of the five Index Business Days immediately following Scheduled Valuation Date. In that case, (i) that fifth Index Business Day shall be deemed to be the Valuation Date, notwithstanding the Market Disruption Event, and the Calculation Agent shall determine the level of the Index as of the Valuation Time on that fifth Index Business Day determined in accordance with the formula for and method of calculating the index last in effect prior to the commencement of the Market Disruption Event using the relevant exchange traded price (or, if trading in the relevant security has been

materially suspended or materially limited, its good faith estimate of the exchange traded price that would have prevailed but for that suspension or limitation) as of the Valuation Time on that fifth Index Business Day of each security comprised in the index.

For the purpose of determining whether a Market Disruption Event exists at any time, if trading in a security included in the Index is materially suspended or materially limited at that time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security relative to (y) the overall level of the Index, in each case immediately before that suspension or limitation.

(b) *Adjustment to Index*

If Index Adjustment is specified as applying and the Index is (i) not calculated and announced by the sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then that index will be deemed to be the Index so calculated and announced by that successor sponsor or that successor index, as the case may be.

If Index Adjustment is specified as applying and (i) on or prior to any Valuation Date, the Index sponsor makes a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent stock and capitalisation and other routine events), or (ii) on any Valuation Date the sponsor fails to calculate and announce the Index, then the Calculation Agent shall make any relevant calculation using, in lieu of a published level for the Index, the level for the Index as at that Valuation Date as determined by the Calculation Agent in accordance with the formula for and method of calculation of the Index last in effect prior to that change or failure, but using only those securities that comprised the Index immediately prior to that change or failure (other than those securities that have since ceased to be listed on any relevant exchange).

8 Provisions related to foreign exchange-linked Bonds

This Condition shall apply, unless otherwise specified, where any rate or amount is to be calculated by reference to a formula or method requiring the determination of a foreign exchange rate.

If the foreign exchange rate is to be determined on the basis of an FX Page, such rate shall be the Spot Exchange Rate of the Currency Pair, expressed as a number of the First Currency per Specified Unit of the Second Currency, that appears on the FX Page as of the FX Rate Determination Time on the relevant FX Rate Determination Date. If such rate does not appear on the FX Page or such FX Page is not available at the relevant time, the foreign exchange rate shall be the spot exchange rate of the Currency Pair, expressed as a number of the First Currency per Specified Unit of the Second Currency, that appears on the Fallback FX Page as of the FX Rate Determination Time on the relevant FX Rate Determination Date. If such rate does not appear on the Fallback FX Page or such Fallback FX Page is not available at the relevant time the relevant spot exchange rate of the Currency Pair shall be determined by the Calculation Agent requesting five leading reference banks (selected by the Calculation Agent at its discretion and acceptable to EIB on a non-objection basis) in the relevant interbank market to provide their quotations of the relevant spot exchange rate of the Currency Pair as at the relevant FX Rate Determination Time on the relevant FX Rate Determination Date. The highest and the lowest of such quotations shall be disregarded and subject as provided below, the arithmetic mean of the remaining quotations, as determined by the Calculation Agent, will be the foreign exchange rate.

If only four quotes are so provided, then the foreign exchange rate shall be the arithmetic mean of such quotes, as determined by the Calculation Agent, without regard to the highest and lowest values quoted. If fewer than four quotes but at least two quotes are provided then the foreign exchange rate shall be the arithmetic mean of the quotes, as determined by the Calculation Agent, so provided.

If only one quotation is provided, then the Calculation Agent may determine that such quotation shall be the foreign exchange rate, and if no such quotation is provided or if the Calculation Agent determines in its sole discretion that no suitable reference bank who is prepared to quote is available, the Calculation Agent will determine the foreign exchange rate in its discretion acting in good faith, having taken into account relevant market practice.

9 Payments

(a) Bearer Bonds

Payments of principal and interest in respect of Bearer Bonds shall be made against presentation and surrender of the relevant:

- (i) Receipts, in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Bond
- (ii) Bonds, in the case of all other payments of principal and, in the case of interest, as specified in the last paragraph of this Condition 9(a) or
- (iii) Coupons, in the case of interest save as specified in the last paragraph of this Condition 9(a),

in each case at the specified office of any Paying Agent outside of the United States. Payment will be made by cheque or, if requested by the Holder, by transfer to a bank account nominated by the Holder, of the appropriate currency and maintained with a bank recognised by the relevant Paying Agent provided, however, that payment will not be made either by mail to an address in the United States or its possessions or by transfer to an account maintained in the United States or its possessions.

If the due date for redemption is not an Interest Payment Date, accrued interest shall only be payable on redemption of the Bond against presentation and surrender of the relevant Bond.

(b) Registered Bonds

- (i) Payments of principal (which for the purposes of this condition shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Bonds shall be made against presentation and surrender of the relevant Certificate at the specified office of a Transfer Agent or the Registrar. Payment will be made by cheque or, if requested by the Holder, by transfer to a bank account nominated by the Holder, of the appropriate currency and maintained with a bank recognised by the relevant Paying Agent.
- (ii) Payments of interest (and all Instalment Amounts other than final Instalment Amounts) in respect of Registered Bonds shall be made to the person shown on the Register at the close of business on the Record Date. Payment will be made by cheque and mailed to the Holder (or to the first named of joint Holders) of such Bond at its address appearing in the Register. Upon application by the Holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made instead by transfer to a bank account nominated by the Holder, of the appropriate currency and maintained with a bank recognised by the relevant Paying Agent.

If the due date for redemption is not an Interest Payment Date, accrued interest shall only be payable on redemption of the Bond against presentation and surrender of the relevant Certificate.

(c) *Payments subject to fiscal laws*

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto. Consequently, neither EIB nor any Paying Agent will make any additional payments in the event of a withholding being required in respect of any payment under or in connection with the Bonds. Neither EIB nor any Paying Agent shall be liable to any holder of a Bond or other person for any commissions, costs, losses or expenses in relation to or resulting from such withholding or payment.

(d) *Unmatured Coupons and Receipts and unexchanged Talons*

Except as provided below or as specified, Bearer Bonds whose redemption has become due prior to the originally scheduled Maturity Date should be surrendered for payment together with all unmaturing Coupons and unexchanged Talons (if any) appertaining thereto. If any unmaturing Coupon or unexchanged Talon is not surrendered, an amount determined by the Calculation Agent not exceeding the face value of each missing unmaturing Coupon and unexchanged Talon shall be deducted from the amount payable on redemption. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon or Talon.

In the case of redemption not being made in full, the amount to be deducted will be adjusted in the same proportion as the amount redeemed.

For the purposes of Condition 11, the amount payable against surrender of a missing Coupon shall be treated as principal falling due for payment on the relevant Actual Payment Date whether or not such Coupon has become void pursuant to that Condition.

On redemption of any Bearer Bond described below becoming due prior to the originally scheduled Maturity Date, unmaturing Coupons and unexchanged Talons relating to such Bond (whether or not attached) shall become void and no payment shall be made in respect of them:

- (i) Bearer Bonds in relation to which Issuer's Optional Redemption applies or Bondholder's Optional Redemption applies or any other option is provided for
- (ii) Bearer Bonds in relation to which the Interest Type is specified as Floating Rate and
- (iii) any other Bearer Bonds in relation to which it is specified that unmaturing Coupons are to become void on the due date for redemption.

(e) *Talons*

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Bond, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 11).

(f) *Non-Business Days*

If any date for payment is not a Business Day, the holder shall not be entitled to payment until the next following such Business Day. Neither EIB nor any Paying Agent shall be liable to any Holder of a Bond or Coupon or any other person for any interest or other sum whatsoever in respect of such postponed payment.

(g) Redenomination

Bonds denominated in a currency that becomes the euro may, if specified, be subject to redenomination, renominatisation and/or consolidation with other Bonds denominated in euro.

(h) Currency unavailability

This paragraph shall apply when payment is due to be made in respect of any Bond or Coupon in the Specified Currency (other than where the Specified Currency is euro) and the Specified Currency is not available to EIB due to the imposition of exchange controls, the Specified Currency's replacement or disuse or other circumstances beyond EIB's control. In such circumstances EIB will be entitled to satisfy its obligations to the holder of such Bond or Coupon by making payment in euro on the basis of the spot exchange rate at which the Specified Currency is offered in exchange for euro in an appropriate inter-bank market at noon, Luxembourg time, two Business Days prior to the date on which payment is due or, if such spot exchange rate is not available on that date, as of the most recent prior practicable date. This paragraph shall be without prejudice to paragraph (g) above. Any payment made in euro in accordance with this paragraph will not constitute an Event of Default.

10 Purchase and Cancellation

EIB shall have the right to purchase Bonds at any time in the open market or otherwise. Any Bonds so purchased may be resold or cancelled at EIB's discretion.

11 Prescription

Claims against EIB for payment shall become void unless made in the case of principal within ten years, and in the case of interest within five years, from the due date for payment thereof.

12 Events of Default

The Holder of any Bond may, by written notice to EIB delivered before all defaults have been remedied, cause the Redemption Amount of such Bond to become due and payable, together with accrued interest thereon (if any) to the date of payment, as of the date on which the said notice of acceleration is received by EIB in the event (each an "Event of Default") that:

(a) Non-payment

EIB defaults in any payment in respect of any of the Bonds and such default is not remedied by payment thereof within 30 days; or

(b) Breach of other obligations

EIB defaults in the due performance of any of its other obligations in respect of the Bonds and such default continues for a period of 30 days after written notice thereof shall have been given by the holder of any Bond to EIB at 100 boulevard Konrad Adenauer, L-2950 Luxembourg or at such other address as shall be notified to the Bondholders; or

(c) Cross-default

any other indebtedness of EIB for borrowed money becomes due and payable prior to the stated maturity thereof as a result of a default thereunder or any such indebtedness is not paid at the maturity thereof as extended by an applicable grace period therefor or any guarantee given by EIB for borrowed money is not honoured within 30 days when due and called upon in accordance with its terms.

13 Replacement of Bonds, Certificates, Receipts, Coupons and Talons

If a Bond, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Fiscal Agent (in the case of Bearer Bonds, Receipts, Coupons or Talons) or of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by EIB. Replacement may only be made on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, indemnity or otherwise as EIB may require. Such terms may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Bond, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to EIB on demand the amount payable by EIB in respect of such Bond, Certificate, Receipt, Coupon or further Coupons. EIB may require that security satisfactory to it be given for the performance of such indemnity. Mutilated or defaced Bonds, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

14 Further Issues

EIB may from time to time without the consent of any person create and issue further Bonds having the same terms and conditions as the Bonds, so that the same shall be consolidated and form a single series with the Bonds and references in these Conditions to “Bonds” shall be construed accordingly.

15 Notices

Notices to the Holders of Registered Bonds will be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday after the date of mailing and will also be published in accordance with the requirements for notices to the Holders of Bearer Bonds set out below. Notices to the holders of Bearer Bonds will be valid if published in a daily newspaper of general circulation in London (which is expected to be the Financial Times) and so long as the Bonds are listed on the Luxembourg Stock Exchange and the rules of that exchange so require, in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort* or the *Tageblatt*). If any such newspaper ceases to be published or timely publication therein is not practicable, notice will be validly given if published in such other newspaper(s) as the Fiscal Agent deems necessary to give fair and reasonable notice to the Bondholders. Any such notice will be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the last publication. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Bonds in accordance with this Condition.

16 Governing Law and Jurisdiction

The Bonds, Coupons and Talons are governed by, and will be construed in accordance with, English law or Luxembourg law or such other law as EIB, the Fiscal Agent and the relevant dealer(s) shall agree, as specified. If the Bonds, Coupons and Talons are governed by English law, claims against EIB thereunder may be brought before any competent court in England and/or Luxembourg, Grand Duchy of Luxembourg or any other country where EIB shall hereafter have its legal seat. If the Bonds, Coupons and Talons are governed by any law other than English law, claims thereunder may be brought before any competent court in Luxembourg, Grand Duchy of Luxembourg or any other country where EIB hereafter has its legal seat.

17 Contracts (Rights of Third Parties) Act 1999

To the extent English law shall apply to the Bonds, Coupons and Talons, no person shall have any right to enforce any of these Conditions under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person that exists or is available apart from that Act.

18 Interpretation and Definitions

In the case of inconsistency between these Conditions and the pricing supplement relating to the Bonds, the pricing supplement shall prevail.

In these Conditions, the following terms shall have the meanings given or referred to below. Other terms used in these Conditions may be defined in the relevant pricing supplement.

Actual Payment Date	the date on which payment of the amount outstanding is actually made or, if earlier, the date seven days after notice is given to the Bondholders that, if the Bond is again presented for payment, payment will be made, provided that payment is in fact made upon such presentation.
Agency Agreement	the amended and restated agency agreement dated 19 August 2004 between EIB, the principal Paying Agent, the Paying Agent, the Exchange Agent, the Registrar, the Transfer Agent and the Calculation Agent.
Amortisation Yield	unless otherwise specified, such annual percentage rate as would produce a present value equal to the issue price of such Bond if its scheduled Redemption Amount were discounted back at that rate from the Maturity Date to the Issue Date using (inter alia) the Day Count Fraction.
Bearer Bonds	Bonds in bearer form.
Bondholder	the Holder of a Bond and, where the context admits, the Holder of a Coupon or Talon.
Business Day	<p>(a) if used in the context of a payment or a determination of a foreign exchange rate:</p> <p>(i) if TARGET is specified as a Business Day Centre, a TARGET Business Day which is also a day on which commercial banks and foreign exchange markets are open for business in the Business Day Centre(s) specified (if any) and, in the context of a payment, in the relevant place of presentation.</p> <p>(ii) if TARGET is not specified as a Business Day Centre, a day on which commercial banks and foreign exchange markets are open for business in the Business Day Centre(s) specified (if any) and, if used in the context of a payment, in the relevant place of presentation.</p> <p>(b) if used in the context of the exercise of an option, a day on which commercial banks and foreign exchange markets are open for business in the Option Business Day Centre(s) specified (if any).</p> <p>(c) if used in any other context together with the specification of a place, a day on which commercial banks and foreign exchange markets are open for business in that place.</p>

Certificate	the certificate issued by the Registrar or a Transfer Agent to the holder of a Registered Bond representing such Holder's entire holding of Registered Bonds of one Series.
Coupon	interest coupon relating to Bearer Bonds, entitling the Couponholder to a payment of interest.
Couponholder	the Holder of a Coupon.
Currency Pair	in relation to the determination of a rate or amount by reference to a foreign exchange rate, the First Currency and the Second Currency.
Day Count Fraction	<p>in relation to any period:</p> <p>if "Actual/365" or "Actual/Actual-ISDA" is specified, the actual number of days in the period divided by 365 (or, if any portion of the period falls in a leap year, the sum of (a) the actual number of days in that portion of the period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the period falling in a non-leap year divided by 365)</p> <p>if "Actual/365 (Fixed)" is specified, the actual number of days in the period divided by 365</p> <p>if "Actual/360" is specified, the actual number of days in the period divided by 360</p> <p>if "30/360", "360/360" or "Bond Basis" is specified, the number of days in the period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the period is the 31st day of a month but the first day of the period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)</p> <p>if "30E/360" or "Eurobond Basis" is specified, the number of days in the period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the period unless, in the case of the final period for which interest is to be calculated, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)</p> <p>if "Actual/Actual-ISMA" is specified:</p> <p>(i) where the period is equal to, or shorter than, the Calculation Period during which it ends, the number of days in the period divided by the product of (1) the number of days in such Calculation Period and (2) the number of Calculation Periods that would normally end in</p>

	one calendar year and
	(ii) where the period is longer than one Calculation Period, the sum of:
	(a) the number of days in such period falling in the Calculation Period in which the period begins divided by the product of (x) the number of days in such Calculation Period and (y) the number of Calculation Periods that would normally end in one calendar year and
	(b) the number of days in the period falling in the next Calculation Period divided by the product of (x) the number of days in such Calculation Period and (y) the number of Calculation Periods that would normally end in one calendar year.
Deed of Covenant	the amended and restated deed of covenant dated 19 August 2004 executed by EIB.
Designated Maturity	in relation to the calculation of an Interest Rate or Interest Amount, the period of time specified or, if none is specified, a period of time equal to the relevant Calculation Period.
Exchangeable Bearer Bonds	Bearer Bonds which are exchangeable for an equivalent principal amount of Registered Bonds, if so specified.
FX Page	such page or other part of a particular information service as may be specified for the purpose of providing an exchange rate, or such other page or other part as may replace it on that information service or on another information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to such rate.
Holder	in relation to a Bearer Bond, a Coupon or a Talon, its bearer. in relation to a Receipt, the bearer of the Bond to which it relates. in relation to a Registered Bond, the person in whose name it is registered.
interest	includes all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it.
Interest Commencement Date	unless otherwise specified, the Issue Date.
Interest Determination Date	with respect to a Reset Date, the date specified as such or, if none is specified, the date on which commercial banks would by relevant market convention determine the interest rate for a loan in the appropriate currency advanced for value on that Reset Date.
Interest Determination Time	on any Interest Determination Date, the time specified or, if none is specified, the time at which it is customary to determine

	interest rates in respect of interbank deposits in the Reference Market and the relevant currency.
Interest Payment Date	each date specified as such.
Interest Period End Date	unless otherwise specified, each Interest Payment Date.
Market Disruption Event	the occurrence or existence on any Index Business Day during the half hour period that ends at the relevant Valuation Time of any suspension of or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise), (A) on the relevant exchange(s) in securities that comprise 20 per cent. or more of the level of the Index, or (B) in options contracts or futures contracts on the Index on any exchange on which options or futures contracts on the Index are traded if, in the determination of the Calculation Agent, such suspension or limitation is material.
principal	includes any premium payable in respect of any Bonds, all Instalment Amounts, Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it.
Receipt	receipt evidencing the payment of instalments of principal in relation to Bearer Bonds of which the principal is repayable in instalments.
Record Date	the tenth day before the due date for the payment of interest.
Reference Banks	unless otherwise specified, four major banks selected by EIB which are active in the Reference Market.
Register	the register that EIB shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.
Registered Bonds	Bonds in registered form.
Representative Amount	the amount specified as such or, if none is specified, an amount that is representative for a single transaction in the Reference Market at the Interest Determination Time.
Reset Date	in relation to each Calculation Period, the first day of that Calculation Period unless otherwise specified.
Screen Page	such page or other part of a particular information service as may be specified for the purpose of providing an interest or exchange rate, or such other page or other part as may replace it on that information service or on another information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to such rate.
Scheduled Valuation Date	the original date that, but for the Market Disruption Event, would have been the Valuation Date.
Talon	a talon entitling the Holder to receive additional Coupons.

TARGET Business Day

a day on which the TARGET System is open.

TARGET System

the Trans-European Automated Real-time Gross settlement Express Transfer system or any successor thereto.

Valuation Date

any day which would, in the absence of such a Market Disruption Event have been a date on which a valuation of the index level would have been made.

SUMMARY OF PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM

The following is a summary of provisions contained in the Agency Agreement that supplement and, to the extent inconsistent with, amend, the terms and conditions of securities represented by a bond or certificate in global form.

Initial Issue of Bonds

On the issue of Bonds in bearer form, a global bond representing such Bonds will be deposited with a common depositary outside the United States for Euroclear and Clearstream Banking Luxembourg. On the issue of Bonds in registered form, such Bonds will be registered in the name of a nominee for Euroclear or Clearstream Banking Luxembourg or Cede & Co., as nominee for DTC and (a) global certificate(s) will be delivered to the common depositary for Euroclear and Clearstream Banking Luxembourg or the custodian for DTC, as described in more detail below. Upon such deposit or delivery, Euroclear, Clearstream Banking Luxembourg and DTC will credit their accountholders with their allotments of Bonds. Persons who are not Euroclear, Clearstream Banking Luxembourg or DTC accountholders may be able to hold Bonds, or interests in Bonds, through intermediaries, or through other clearing systems that have an appropriate arrangement with Euroclear, Clearstream Banking Luxembourg or DTC.

If specified in the pricing supplement, Bonds may be deposited with a custodian for Clearstream Banking Frankfurt, rather than with a common depositary for Euroclear and Clearstream Banking Luxembourg.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream Banking Luxembourg, DTC or any other clearing system as the holder of a Bond in global form must look solely to such clearing system for its share of each payment made by EIB in respect of such Bond, and in relation to all other rights arising under such Bond, subject to and in accordance with the rules and procedures of such clearing system. Such persons shall have no claim against EIB in respect of payments due on the Bonds for so long as the Bonds are in global form. EIB's payment obligations will be discharged by payment to the holder of the global bond or certificate.

However, in respect of Bonds governed by Luxembourg law, the persons shown on the records of a Luxembourg depositary may, on the basis of a book-entry certificate delivered by such depositary, exercise direct rights against EIB. In respect of Bonds governed by English law, Bondholders may, following failure of principal to be paid when due, exercise direct rights against EIB under the amended and restated deed of covenant executed by EIB and dated 19 August 2004.

Exchange of Global Bonds for Definitive Bonds or Certificates

(a) Temporary global Bearer Bonds

Each temporary global Bearer Bond will be exchangeable, free of charge to the holder, for definitive Bearer Bonds on or after its Exchange Date. Each temporary global Bearer Bond that represents Exchangeable Bearer Bonds will also be exchangeable for Registered Bonds.

(b) Permanent global Bearer Bonds

Each permanent global Bearer Bond will be exchangeable for definitive Bearer Bonds, free of charge to the holder, only in the following circumstances:

- (i) at the option of the holder, if the pricing supplement so specifies
- (ii) if EIB has given notice to the Bondholders and the Fiscal Agent of its intention to effect such exchange
- (iii) if the permanent global Bearer Bond is held by or on behalf of a clearing system and such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so (other than in the case of a merger, disposal or consolidation not interrupting or degrading the services provided to its customers)
- (iv) if principal in respect of any Bond represented by the permanent global Bearer Bond is not paid when due.

Each permanent global Bearer Bond that represents Exchangeable Bearer Bonds will also be exchangeable for Registered Bonds.

(c) *Global Certificates*

Each Global Certificate (as defined in “Rule 144A Issues” below) will be exchangeable for definitive Certificates, and the Registrar will register individual holdings and transfers of Registered Bonds, only in the following circumstances:

- (i) if EIB has given notice to the Bondholders and the Fiscal Agent of its intention for such holdings and transfers to be capable of registration
- (ii) if the Global Certificate is held by or on behalf of a clearing system (other than DTC) and such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so (other than in the case of a merger, disposal or consolidation not interrupting or degrading the services provided to its customers)
- (iii) if a Restricted Global Certificate (as defined in “Rule 144A Issues” below) is held on behalf of a custodian for DTC and if DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to that Restricted Global Certificate or DTC ceases to be a “clearing agency” registered under the Exchange Act or is at any time no longer eligible to act as such, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC; or
- (iv) if principal in respect of any Bond represented by the Global Certificate is not paid when due.

(d) *Partial exchange*

Exchange of global bonds or certificates will normally be accepted only in respect of the whole of the global bond or certificate. Partial exchange will be accepted in the following circumstances:

- (i) if the pricing supplement specifies that exchange may be made in part
- (ii) if part of a global bond representing Exchangeable Bearer Bonds is exchanged for Registered Bonds
- (iii) if exchange is made because principal in respect of any Bond is not paid when due.

In the event of a partial exchange being made, the global bond or certificate will be endorsed to show the amount exchanged.

(e) Method of delivery of Bonds

On or after the relevant Exchange Date the Holder of a global bond or certificate may surrender such global bond or certificate to the Fiscal Agent. In exchange for such global bond or certificate, EIB will deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated definitive Bonds (in the case of Bearer Bonds) or Certificates (in the case of Registered Bonds) or a permanent global bond or certificate (in the case of an exchange of a temporary global bond or certificate for a permanent global bond or certificate). Definitive Bonds will have attached to them all Coupons, Receipts and Talons in respect of amounts that have not already been paid on the relevant global bond. Definitive Bonds and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the relevant schedule to the Agency Agreement. No Bearer Bond will be delivered to any address within the United States or its possessions.

(f) Meaning of “Exchange Date”

“Exchange Date” means:

- (i) in relation to a temporary global Bond, the day falling after the expiry of 60 days, or such other period as is specified in the relevant pricing supplement, after its issue date and
- (ii) in relation to a permanent global Bond or permanent global Certificate, the day falling after the expiry of 60 days after that on which the notice requiring exchange is given.

In the case of Registered Bonds sold in the United States to “qualified institutional buyers”, each Restricted Global Certificate and each Certificate issued in exchange for a beneficial interest in a Restricted Global Certificate will bear a legend applicable to purchasers who purchase the Registered Bonds pursuant to Rule 144A and described under “Rule 144A Issues - Transfer Restrictions”.

Payments

No payment falling due after the Exchange Date will be made on any global bond or certificate unless exchange for definitive Bonds or Certificates is improperly withheld or refused. All payments in respect of Bonds represented by a global bond or certificate will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Bonds, surrender of that global bond or certificate to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Bondholders for such purpose. A record of each payment so made will be endorsed on each global bond or certificate, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Bonds. No payment with respect to any Bearer Bond will be made by mail to the United States or its possessions or by transfer to an account maintained therein.

Cancellation

Cancellation of any Bond represented by a global bond or certificate that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant global bond or certificate.

Issuer’s Options

Any notice of exercise of an option of EIB shall not be required to contain the serial numbers of Bonds drawn in the case of a partial exercise of an option and accordingly no drawing of Bonds shall be required. In the

event that any option of EIB is exercised in respect of some but not all of the Bonds of any issue, the rights of accountholders with a clearing system will be governed by the standard procedures of such clearing system.

Bondholders' Options

Any notice of exercise of a Bondholder's option shall not be required to contain the serial numbers of the Bonds in respect of which the option has been exercised. Exercise may be made only in accordance with the procedures and requirements from time to time in force of the Fiscal Agent and any relevant clearing system.

Notices

So long as any Bonds are represented by a global bond or certificate and such global bond or certificate is held on behalf of a clearing system, notices to the Holders of such Bonds may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the conditions of the Bonds or by delivery of the relevant notice to the holder of the global bond. So long as the Bonds are listed on the Luxembourg Stock Exchange and the rules of that exchange so require, notices shall also be published in a daily newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort* or the *Tageblatt*).

COLLECTIVE SECURITIES

Where securities are intended to be fungible with an existing issue of securities in definitive bearer form, the new securities may be issued on terms that they are available in definitive bearer form immediately on issue (rather than being initially issued in temporary global form). In such an event, the new securities may be issued in the form of a “collective bond”. This is a single definitive Bearer Bond in a denomination equal to the aggregate value of the new securities issued. The collective bond will be exchangeable for printed definitive Bearer Bonds in the denominations specified in the pricing supplement after a short period of time. The reason for issuing a collective bond is to allow time for definitive Bearer Bonds to be printed.

SUBSCRIPTION AND SALE

Summary of the Dealer Agreement

Subject to the terms of an amended and restated dealer agreement dated 19 August 2004 (as amended, restated and supplemented from time to time, the “Dealer Agreement”) between EIB, the arrangers and the relevant dealers appointed pursuant to it from time to time, securities under this programme will be offered by EIB to such relevant dealers. Securities under this programme may be resold at prevailing market prices, or at prices related thereto at the time of such resale, as determined by the relevant dealer. The Dealer Agreement provides for securities to be issued on a syndicated basis, i.e. jointly and severally underwritten by two or more relevant dealers or on a non-syndicated basis, i.e. by one relevant dealer only.

Selling Restrictions

General

No action has been or will be taken in any jurisdiction that would permit a public offering of securities, or possession or distribution of this offering circular or any other offering material, in any country or jurisdiction where action for that purpose is required. Accordingly each relevant dealer will be required to undertake that it will not, directly or indirectly, offer or sell any securities or distribute or publish this offering circular or any other offering material in any country or jurisdiction except in compliance with all applicable laws and regulations.

Without prejudice to the generality of the paragraph above EIB shall not have any responsibility for, and each relevant dealer will obtain, any consent, approval or permission for the subscription, offer or sale of securities required by it under, and each relevant dealer will comply with, the laws and regulations in force in any jurisdiction to which it is subject or in or from which it makes any such subscription, offer or sale.

Each relevant dealer will be required to undertake that it has not made, and will not make, any representation or use any information in connection with the issue, offering or sale of any securities other than as contained in, or which is consistent with, the documents permitted to be circulated in accordance with the provisions of the Dealer Agreement.

Japan

Unless otherwise specified, the Bonds have not been and will not be registered under the Securities and Exchange Law of Japan and, accordingly, each relevant dealer has represented, warranted and agreed that it has not, directly or indirectly, offered or sold and will be required to undertake that it will not offer or sell any Bonds, directly or indirectly, in Japan or to, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and other relevant laws and regulations of Japan. For the purposes of this paragraph, “Japanese Person” shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

United Kingdom

Each relevant dealer will be required to represent, warrant and agree that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to this programme in, from or otherwise involving the United Kingdom.

United States

Under this programme, Bonds have not been and will not be registered under the Securities Act of 1933 and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each relevant dealer will be required to represent and agree that it has not offered or sold, and shall not offer or sell, any Bonds constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S or (in the case of Bonds issued in registered form and sold in the United States to qualified institutional buyers) Rule 144A. Accordingly, neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to securities under this programme. Terms used in this paragraph have the meanings given to them by Regulation S.

The Dealer Agreement provides that the relevant dealers may directly or through their respective U.S. broker-dealer affiliates arrange for the offer and resale of Bonds within the United States but only if such Bonds are issued in registered form and offered and sold only to qualified institutional buyers pursuant to Rule 144A.

In addition, until 40 days after the later of (i) the commencement of an offering of the Bonds and (ii) the issue date of the Bonds, an offer or sale of Bonds within the United States by a dealer, whether or not participating in the offering, may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A.

In addition, under U.S. Treasury Regulation 1.163-5(c)(2)(i)(C) (the "C Rules"), Bonds issued in bearer form under this programme must be issued and delivered outside the United States and its possessions in connection with their original issuance. In relation to each such issue, each relevant dealer will be required to represent and agree that it has not offered, sold or delivered, and shall not offer, sell or deliver, directly or indirectly, Bonds in bearer form within the United States or its possessions in connection with their original issuance. Further, in connection with the original issuance of Bonds in bearer form, it has not communicated, and shall not communicate, directly or indirectly, with a prospective purchaser if either such purchaser or it is within the United States or its possessions or otherwise involve its U.S. office in the offer or sale of Bonds in bearer form. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the C Rules.

Each Bond in bearer form and any Receipt, Coupon and Talon relating thereto will bear a legend to the following effect: THIS BOND HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES (EACH AS DEFINED IN REGULATION S OF THE SECURITIES ACT) OR TO OR FOR THE BENEFIT OF U.S. PERSONS (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES).

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(J) AND 1287(A) OF THE INTERNAL REVENUE CODE.

RULE 144A ISSUES

Securities issued under this programme may, in certain cases, be offered and sold in the United States to “qualified institutional buyers” in reliance on Rule 144A under the Securities Act. The pricing supplement relating to such an issue (a “Rule 144A Issue”) will state that the issue (or a portion thereof) is a Rule 144A Issue.

In relation to Rule 144A Issues the following provisions will apply. Where these provisions are inconsistent with provisions contained elsewhere in this offering circular, these provisions will prevail.

Minimum denominations

Registered Bonds offered and sold pursuant to Rule 144A shall be in minimum denominations of U.S.\$100,000 (or its equivalent in another currency, rounded upwards as agreed between the Issuer and the relevant Dealer(s)).

Initial Issue of the Bonds

The Bonds in registered form will be represented by a global restricted Registered Bond (a “Restricted Global Certificate”) registered in the name of a nominee for DTC (in respect of Bonds offered and sold pursuant to Rule 144A) and may additionally be represented by a global unrestricted Registered Bond (the “Unrestricted Global Certificate” and, together with the Restricted Global Certificate, the “Global Certificates”). The Restricted Global Certificate will be deposited with a custodian for DTC as note depository. Any Unrestricted Global Certificate will be deposited with a custodian for Euroclear and/or Clearstream Banking Luxembourg as note depository. Beneficial interests in any Global Certificate will be represented through accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC and/or Euroclear and/or Clearstream Banking Luxembourg. If an issuance of Bonds includes a Rule 144A Issue, all such Bonds will be required to be in registered form, represented initially by a Restricted Global Certificate or Unrestricted Global Certificate, as the case may be.

Upon the issuance of a Global Certificate, EIB expects that each of DTC or its nominee and/or Euroclear and/or Clearstream Banking Luxembourg will credit on its book-entry registration and transfer system the respective principal amounts of the Bonds represented by the Global Certificate to the accounts of persons that have accounts with them. The accounts to be credited shall be designated by the relevant dealer(s).

Transfer Restrictions

Each purchaser of Registered Bonds sold pursuant to Rule 144A, by accepting delivery of this Offering Circular, will be deemed to have represented, agreed and acknowledged that:

- (A) It is (a) a qualified institutional buyer within the meaning of Rule 144A, (b) acquiring such Bonds for its own account or for the account of a qualified institutional buyer and (c) aware, and each beneficial owner of such Bonds has been advised, that the sale of such Bonds to it is being made in reliance on Rule 144A.
- (B) It understands that such Bonds have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a qualified institutional buyer purchasing for its own account or for the account of a qualified institutional buyer, (b) in an offshore

transaction in accordance with Rule 903 or Rule 904 of Regulation S or (c) pursuant to any other available exemption from registration under the Securities Act, in each case in accordance with any applicable securities laws of any State of the United States. It also understands that the purchaser will, and each subsequent holder is required to, notify any subsequent purchaser of the Bonds from it of the resale restrictions referred to in this section (B).

- (C) It understands that such Bonds (and Restricted Global Certificates evidencing the Bonds and each Certificate issued in exchange for a beneficial interest in a Restricted Global Certificate), unless otherwise determined by EIB in accordance with applicable law, will bear a legend to the following effect:

THIS BOND HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, AND THE HOLDER OF THE BOND AGREES FOR THE BENEFIT OF THE EUROPEAN INVESTMENT BANK THAT (A) THE BOND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS BOND FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE. NO REPRESENTATION CAN BE MADE BY THE EUROPEAN INVESTMENT BANK AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THIS BOND.

- (D) It is aware that EIB, the Registrar, the Exchange, Transfer and Paying Agents, the dealers and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements. If it is acquiring any Bonds for the account of one or more qualified institutional buyers, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.
- (E) It understands that the Bonds offered in reliance on Rule 144A will be initially represented by one or more Restricted Global Certificates. Before any interest in a Restricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in an Unrestricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

The Bonds are being offered and sold outside the United States in reliance on Regulation S under the Securities Act and within the United States to "qualified institutional buyers" in reliance on Rule 144A. Prospective purchasers are hereby notified that sellers of the Bonds may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

The Bonds have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor has any of the foregoing authorities passed upon or endorsed the merits of the offering of Bonds or the accuracy or the adequacy of this offering circular. Any representation to the contrary is a criminal offence in the United States.

Provision of information under Rule 144A(d)(4)

EIB has agreed that, for so long as any Bonds issued by it are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, it will, during any period in which it is neither subject to Section 13 or 15(d) of the Exchange Act, nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, nor treated by the U.S. Securities and Exchange Commission as a foreign government as defined in Rule 405 under the Securities Act eligible to register securities under Schedule B of the Securities Act, provide to any holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner upon the request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act.

BOOK-ENTRY SYSTEM

Ownership of beneficial interests

Ownership of beneficial interests in any Restricted Global Certificate or Unrestricted Global Certificate will be limited to persons that have accounts with DTC or its nominee, Euroclear or Clearstream Banking Luxembourg ("Participants") or persons that may hold interests through Participants. Individual certificates will not be issued except in the limited circumstances set out in the Global Certificates. Ownership of beneficial interests in the Global Certificates will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC, Euroclear or Clearstream Banking Luxembourg (with respect to interests of Participants) and other direct and indirect Participants (with respect to interests of persons other than Participants). Owners of beneficial interests in the Global Certificate (other than Participants) will not receive written confirmation from DTC, Euroclear or Clearstream Banking Luxembourg of their purchases. Each beneficial owner is entitled to receive upon request written confirmation providing details of the transaction as well as periodic statements of its holdings from DTC, Euroclear or Clearstream Banking Luxembourg as the case may be (if such beneficial owner is a Participant) or such other direct or indirect participant through which such beneficial owner entered into the transaction (if such beneficial owner is not a Participant). The laws of some states of the United States require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and such laws may impair the ability to own, transfer or pledge beneficial interests in the Restricted Global Certificate.

Payments of Interest and Payments at Maturity

Any payment of principal or interest due on any interest payment date or at maturity will be made available by EIB to the Fiscal Agent or any Paying Agent on or before the date on which the holder of a Registered Bond could claim the relevant payment. On the respective payment date, the Fiscal Agent and/or any Paying Agent will make such payments to DTC or its nominee and/or Euroclear and/or Clearstream Banking Luxembourg, as the case may be, in accordance with arrangements between the Fiscal Agent and/or any Paying Agent and DTC or its nominee, Euroclear and Clearstream Banking Luxembourg. DTC or its nominee, Euroclear and Clearstream Banking Luxembourg, upon receipt of any payment of principal or interest, will credit their Participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Certificates as shown on their records, and such payments will be the responsibility of such clearing systems. Payments by Participants to owners of beneficial interests in the Global Certificates held through such Participants will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such participants.

Arrangements for initial settlement and trading

The following arrangements will apply to the Bonds: Initial settlement for the Bonds will be made in immediately available funds (i.e., for value on the date of delivery of the Bonds). Investors electing to hold their Bonds through DTC will follow the settlement practices applicable to U.S. corporate debt obligations. The securities custody accounts of investors will be credited with their holdings on the settlement date against payment in same-day funds within DTC. Investors electing to hold their Bonds through Euroclear or Clearstream Banking Luxembourg accounts will follow the settlement procedures applicable to conventional eurobonds.

Trading between Euroclear and/or Clearstream Banking Luxembourg accountholders. Secondary market sales of book-entry interests in the Bonds held through Euroclear or Clearstream Banking Luxembourg to

purchasers of book-entry interests in the Bonds through Euroclear or Clearstream Banking Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream Banking Luxembourg and will be settled using the procedures applicable to conventional eurobonds.

Trading between DTC participants. Secondary market sales of book-entry interests in the Bonds between DTC participants will occur in the ordinary way in accordance with DTC rules and will be settled using the procedures applicable to United States corporate debt obligations in DTC's Same Day Funds Settlement System.

Trading between DTC Participants and Euroclear/Clearstream Banking Luxembourg accountholders. Secondary market sales of book-entry interests in the Bonds between DTC participants on one hand and Euroclear /Clearstream Banking Luxembourg accountholders on the other will be conducted in accordance with the rules and procedures established for such sales by DTC, Euroclear and Clearstream Banking Luxembourg, as applicable, and will be settled using the procedures established for such sales by DTC, Euroclear and Clearstream Banking Luxembourg, as applicable.

Description of DTC

DTC has informed EIB that: DTC is a limited-purpose trust company organised under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities of its participants and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, some of whom (and/or their representatives) own DTC. Access to the DTC book-entry system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly. DTC agrees with and represents to its participants that it will administer its book-entry system in accordance with its rules and by-laws and requirements of law.

Description of Euroclear and Clearstream Banking Luxembourg

Euroclear and Clearstream Banking Luxembourg have informed EIB that: Euroclear and Clearstream Banking Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream Banking Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream Banking Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream Banking Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other. Euroclear and Clearstream Banking Luxembourg, are indirect participants in DTC. Euroclear and Clearstream Banking Luxembourg customers are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream Banking Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an account holder of either system.

Changes in clearing and settlement procedures

Although the foregoing sets out the procedures of Euroclear, Clearstream Banking Luxembourg and DTC in order to facilitate the transfers of interests in the Bonds among participants of DTC, Clearstream Banking Luxembourg and Euroclear, none of Euroclear, Clearstream Banking Luxembourg or DTC is under any obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time. None of EIB, any agent or dealer or any affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act, will have any responsibility for the performance by DTC, Euroclear, Clearstream Banking Luxembourg or their respective direct or indirect participants or accountholders or their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described above.

FORM OF PRICING SUPPLEMENT

Pricing Supplement

EUROPEAN INVESTMENT BANK

EUR 100,000,000,000

Debt Issuance Programme

Issue Number: [●]

[Brief Description and Amount of Bonds]

[to be consolidated and forming a single series with [●]](*Required only for fungible issues*)

Issue Price: [●] per cent.

[plus accrued interest from, and including, [●] to, but excluding, [●]](*Required only for fungible issues*)

[Publicity Name(s) of Relevant Dealer(s)]

The date of this Pricing Supplement is [●]

This Pricing Supplement, under which the securities described herein (the “Bonds”) are issued, is supplemental to, and should be read in conjunction with, the offering circular (the “Offering Circular”) dated [●] issued in relation to the EUR 100,000,000,000 Debt Issuance Programme of European Investment Bank (“EIB”). Terms defined in the Offering Circular have the same meaning in this Pricing Supplement. [The Bonds will be issued on the terms of this Pricing Supplement read together with the Offering Circular.] [The Bonds will be issued on the terms of this Pricing Supplement read together with the terms and conditions set out in the offering circular dated *[insert date of original offering circular]*. *[Delete as applicable: use second version where the securities are intended to be consolidated and form a single series with a series of securities issued prior to the date of the Offering Circular].*

EIB accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Offering Circular, contains all information that is material in the context of the issue of the Bonds.

This Pricing Supplement does not constitute an offer of, or an invitation by or on behalf of anyone to subscribe or purchase any of, the Bonds.

[In connection with this issue, *[name of stabilising manager]* as stabilising manager, may over-allot or effect transactions with a view to supporting the market price of the Bonds at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the stabilising manager to do this. Such stabilising, if commenced, may be discontinued at any time. It will be carried out in accordance with applicable laws and regulations and must be brought to an end after a limited period.] *[Delete if there is no stabilising manager.]*

[The statements on page 4 of the Offering Circular regarding structured securities are drawn to the attention of the prospective purchaser of the Bonds. Such purchaser should ensure that it understands the nature of the terms of the Bonds and the extent of its exposure to risk, and that it considers the suitability of the Bonds as an investment in the light of its own circumstances and financial condition.] *[Delete if not structured securities (as described in the Offering Circular).]*

[THE BONDS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “SECURITIES ACT”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, AND THE HOLDER OF THE BOND AGREES FOR THE BENEFIT OF THE EUROPEAN INVESTMENT BANK THAT (A) SUCH BOND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF SUCH BOND FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE. NO REPRESENTATION CAN BE MADE BY THE EUROPEAN INVESTMENT BANK AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THE BONDS.

Until 40 days after the later of (i) the commencement of this offering and (ii) the Issue Date of the Bonds, an offer or sale of Bonds within the United States by a dealer (whether or not participating in the offering) may

violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.][*Delete if not a Rule 144A Issue*]

The terms of the Bonds and additional provisions relating to their issue are as follows:

GENERAL PROVISIONS

- 1 Issue Number: [●] [to be consolidated and forming a single series with *[describe series with which this issue is to be fungible]* from and including the Issue Date] *(Required only for fungible issues)*
- 2 Security Codes:
- (i) ISIN: XS [●]
- (ii) Common Code: [●/Not Applicable]
- (iii) CUSIP: [●/Not Applicable] *[CUSIP applicable for Rule 144A Issues only]*
- 3 Currency or Currencies: [●] *(specify)*
- 4 Principal Amount of Issue: [●] *(specify)*
- 5 Specified Denominations: [●], [●], [●] *(specify)*
- 6 Issue Date: [●] *(specify)*

INTEREST PROVISIONS

- 7 Interest Type:
- [Fixed Rate] *[(if interest rate varies over the life of the Bonds) for the period commencing on [●], and ending on [●]]*
- [Floating Rate] *[(if interest rate varies over the life of the Bonds) for the period commencing on [●], and ending on [●]]*
- [Zero Coupon]
- [Index-Linked] *[(if interest rate varies over the life of the Bonds) for the period commencing on [●], and ending on [●]]*
- [Foreign Exchange-Linked] *[(if interest rate varies over the life of the Bonds) for the period commencing on [●], and ending on [●]]*
- [Other *(specify)*]
- (Further particulars specified below)
- 8 Interest Commencement Date: [Issue Date/Other *(specify)*]
- 9 Fixed Rate Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph 9)*
- (i) Interest Rate(s): [●] per cent. per annum
- (ii) Interest Period End Date(s): [Interest Payment Date(s) without adjustment for any Business Day Convention/Interest Payment Date(s)/Other *(specify)*]
- (iii) Interest Payment Date(s): [●], [●], [●] and [●] in each year commencing [●], up to, and including, [the Maturity Date/Other *(specify)*]

- [subject in each case to adjustment in accordance with the Business Day Convention specified]
- (iv) Business Day Convention: [FRN/Following/Modified Following/Preceding/Other (specify)]
- (v) Interest Amount(s): [●] per [●] in principal amount
[●] per [●] in principal amount
[●] per [●] in principal amount
- (vi) Broken Amount: *[Insert details of any initial or final short or long coupon amount which does not correspond with the Interest Amount[(s)]/Not Applicable]*
- (vii) Day Count Fraction: [●] (specify)
- (viii) Business Day Centre(s): [●]
(Insert cities which must be open for payment)
- (ix) Other terms relating to the method of calculating interest for Fixed Rate Bonds: [Specify/Not Applicable]
- 10 Floating Rate Provisions [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph 10)*
- (i) Interest Period End Date(s): [Interest Payment Date(s)/Other (specify)]
- (ii) Interest Payment Dates: [●],[●], [●] and [●] in each year commencing [●], up to, and including, [the Maturity Date/Other (specify)]
[subject in each case to adjustment in accordance with the Business Day Convention specified]
- (iii) Business Day Convention: [FRN/Following/Modified Following/Preceding/Other (specify)]
- (iv) Business Day Centre(s): [●]
(Insert cities which must be open for payment)
- (v) Manner in which the Interest Rate(s) is/are to be determined: [Screen Page]
[Reference Banks]
[Other (specify)]
- (a) Screen Page: [Moneyline Telerate Page 248/ Moneyline Telerate Page 3750/Other (specify)/Not Applicable]
- (b) Reference Banks: [Not Applicable/Specify four]
- Representative Amount: *[Specify if Bank quotations are to be given in respect of a transaction of a specified notional amount]*
- (vi) Reset Date(s): [●] (specify)
- (vii) Relevant Currency: [Currency/Other (specify)]
- (viii) Designated Maturity: [●] (specify)
- (ix) Interest Determination Time: [●] (specify)
- (x) Interest Determination Date: [Second London Business Day prior to the start of each Calculation Period (if London interbank market is

the Reference Market and the currency is not sterling or euro)]

[First day of each Calculation Period (if London interbank market is the Reference Market and the currency is sterling)]

[Second TARGET Business Day prior to the start of each Calculation Period (if euro-zone interbank market or London interbank market is the Reference Market and the currency is euro)]

- | | | |
|---------|--|---|
| (xi) | Reference Market: | [London interbank market/Euro-zone interbank market/Other (<i>specify</i>)] |
| (xii) | Margin(s): | [+/-] [●] per cent. per annum |
| (xiii) | Minimum Interest Rate: | [●] per cent. per annum |
| (xiv) | Maximum Interest Rate: | [●] per cent. per annum |
| (xv) | Linear Interpolation: | [Applicable/Not Applicable] |
| (xvi) | Day Count Fraction: | [●] (<i>specify</i>) |
| (xvii) | Rate Multiplier: | [Specify/Not Applicable] |
| (xviii) | Other terms (including fallback provisions if not already provided for) relating to the method of calculating interest on Floating Rate Bonds: | [Specify/Not Applicable] |
- 11 Zero Coupon Provisions:
- [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph 11*)
- | | | |
|-------|--|-------------------------|
| (i) | Amortisation Yield: | [●] per cent. per annum |
| (ii) | Day Count Fraction: | [●] (<i>specify</i>) |
| (iii) | Any other formula/basis of determining amount payable: | [●] (<i>specify</i>) |
| (iv) | Business Day Centre(s): | [●] |
- (*Insert cities which must be open for payment*)
- 12 Index-Linked Provisions:
- [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph 12*)
- | | | |
|-------|---|--|
| (i) | Formula/method for calculating value of rate or amount: | (<i>If amount is in respect of interest</i>) [Interest Amount payable in respect of each Interest Payment Date specified below = [●] (<i>specify formula or method</i>)]

(<i>If amount is in respect of principal</i>) [Redemption Amount = [●] (<i>specify formula or method</i>)] |
| (ii) | Index: | [Specify details or insert details in an annex] |
| (iii) | Index Business Day: | [●] (<i>specify</i>) |
| (iv) | Valuation Date: | [●] (<i>specify</i>) |

- (v) Provisions for determining rate or amount where calculation by reference to Index and/or Formula is impossible or impracticable: [Market Disruption Event]
[Index Adjustment]
[Other (*specify*)]
[Not Applicable]
 - (vi) Interest Period End Date(s)/Interest Payment Dates: [●] [subject in each case to adjustment in accordance with the Business Day Convention specified]
 - (vii) Business Day Convention: [FRN/Following/Modified Following/Preceding/Other (*specify*)/Not Applicable]
 - (viii) Business Day Centre(s): [●]
(Insert cities which must be open for payment)
 - (ix) Minimum Interest Rate: [●] per cent. per annum
 - (x) Maximum Interest Rate: [●] per cent. per annum
 - (xi) Day Count Fraction: [●] (*specify*)
 - (xii) Other terms (including fallback provisions if not already provided for) relating to the method of calculating rates or amounts the value of which is based upon the level of the Index: [*Specify*]/Not Applicable]
- 13 Foreign Exchange Rate Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph 13)
- (i) Formula/method for calculating value of rate or amount *(If amount is in respect of interest)* [Interest Amount payable per Specified Denomination in respect of each Interest Payment Date specified below = [●] x FX1 (*specify formula or method*)]
(If amount is in respect of principal) [Redemption Amount = [●] x FX1 (*specify formula or method*)]
where “FX1” means the foreign exchange rate determined by the Calculation Agent in accordance with [Condition 8/the Annex (*set out other method for determining foreign exchange rate in an annex if different to that in Condition 8*)]
 - (ii) Spot Exchange Rate: [Bid spot rate/Offer spot rate/Mid-point between the bid spot rate and the offer spot rate]
 - (iii) Basis of determining foreign exchange rate: [FX Page [●] (*specify*)/Fallback FX Page [●] (*specify*)/Other (*specify*)]
 - (iv) Interest Period End Dates: [Interest Payment Dates/Other (*specify*)/Not Applicable]
 - (v) Interest Payment Dates: [●],[●],[●] and [●] in each year commencing [●], up to, and including, [the Maturity Date/Other (*specify*)/Not Applicable] [subject in each case to adjustment in accordance with the Business Day Convention]

- specified]
- (vi) Business Day Convention: [FRN/Following/Modified Following/Preceding/Other (specify)/Not Applicable]
- (vii) Business Day Centre(s) for Payment: [•]
(Insert cities which must be open for payment)
- (viii) FX Rate Determination Time: [•] (specify)
- (ix) FX Rate Determination Date: [Interest Determination Date/Other (specify)]
- (x) Business Day Centre(s) for FX Rate Determination: [•]
(Insert cities which must be open for the foreign exchange rate to be determined)
- (xi) Currency Pair: [First Currency/Second Currency]
- (xii) First Currency: [•] (specify)
- (xiii) Second Currency: [•] (specify)
- (xiv) Specified Unit: [USD1.00/ JPY1.00/ GBP1.00/Other (specify)]
- (xv) Minimum Interest Rate: [[•] per cent. per annum/Not Applicable]
- (xvi) Maximum Interest Rate: [[•] per cent. per annum/Not Applicable]
- (xvii) Day Count Fraction: [•] (specify)
- (xviii) Other terms (including fallback provisions if not already provided for) relating to the method of calculating rates or amounts the value of which is based upon a foreign exchange rate: [See Annex/Not Applicable]

NORMAL REDEMPTION PROVISIONS

- 14 Redemption Basis: [Redemption at par]
[Index-Linked]
[Foreign Exchange-Linked]
[Refer to Annex]
- 15 Maturity Date: [Specify date] (any rate where the Interest Period End Date(s) are not adjusted)
[Interest Payment Date falling in [specify month and year]
(floating rate where the Interest Period End Date(s) are adjusted or any other rate where the Interest Period End Date(s) are adjusted)
- 16 Redemption Amount: [Principal Amount/Other (specify)/ Refer to Paragraph 12/13]/See Annex]
- 17 Business Day Centre(s): [•]
(Insert cities which must be open for payment)

OPTIONS AND EARLY REDEMPTION PROVISIONS

- 18 Issuer's Optional Redemption [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph 18)*
- (i) Issuer's Exercise Period: [From, and including, *[specify date on which period commences]* to, and including, *[specify date on which period ends]* (subject to adjustment in accordance with the *[Modified/Following/FRN/ Preceding]* Business Day Convention) *(if American style option)*
- Each Interest Payment Date commencing from and including, *[specify first Interest Payment Date on which early redemption may occur]* to, and including, *[specify last Interest Payment Date on which early redemption may occur]* *(if Bermuda style option)*
- [Specify date by which option may be exercised]* (subject to adjustment in accordance with the *[Modified/Following/FRN/Preceding]* Business Day Convention) *(if European style option)*
- (ii) Issuer's Optional Redemption Price: [Condition 6 applies/*specify method, if any, of calculation of such amount(s)*]
- (iii) Permitted in Part: [Yes/No]
- (If no, delete the remaining sub-paragraphs of this paragraph 18(iii))*
- If Yes:
- (a) Minimum nominal amount to be redeemed: [•] *(specify)*
- (b) Maximum nominal amount to be redeemed: [•] *(specify)*
- (iv) Description of any other Issuer's option: [•] *(specify)*
- (v) Amount of Notice: [•] Business Days
- (vi) Option Business Day Centre(s): [•]
- (Insert cities which must be open for the option to be exercised)*
- 19 Bondholders' Optional Redemption [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph 19)*
- (i) Bondholder's Exercise Period: [•] *(specify)*
- (ii) Bondholder's Optional Redemption Price: [Condition 6 applies/*specify method, if any, of calculation of such amount(s)*]

- (iii) Description of any other ☐ (specify)
Bondholders' option:
- 20 Redemption Amount payable on [Redemption at par]/Refer to [Paragraph
redemption for an Event of Default: [12/13]/Annex] [Other (specify)]
- 21 Unmatured Coupons to become void upon [Yes] (Floating Rate Bonds or Issuer's Optional
early redemption (Bearer Bonds only): Redemption or Bondholder's Optional Redemption)
[No] (Fixed Rate Bonds)
[Not Applicable] (Registered Bonds/Zero Coupon
Bonds)

PROVISIONS REGARDING THE FORM OF BONDS

- 22 Form of Bonds: [Bearer Bonds/Exchangeable Bearer Bonds/Registered
Bonds]
(Delete as appropriate)
[Temporary Global Bearer Bond which is
exchangeable for Definitive Bonds within ☐ days]
(Include if Bonds are to be issued in definitive form
and the issue is not a fungible issue)
[[Permanent Global [Bearer Bond/Certificate]
[Restricted Global Certificate]][and Unrestricted Global
Certificate each of] which is exchangeable for
Definitive [Bonds/Certificates] in the limited
circumstances specified in the permanent Global
[Bearer Bond/Certificate[s]]
(Include if Bonds are to be issued in permanent global
form)
[Collective Bond exchangeable for Definitive Bonds
within ☐ days]
(Include if Bonds are to be fungible with an existing
series in definitive form)
- 23 Talons for future Coupons or Receipts to [Specify the number required and the dates on which
be attached to Definitive Bonds: such Talons mature]
(Include if Bonds are to be issued in definitive form)
[Not Applicable]
(Include if Bonds are to be issued in permanent form)
- 24 Details relating to Partly Paid Bonds: [Specify details of amount of each payment comprising
the Issue Price and date on which each payment is to
be made and consequences (if any) of failure to pay,
including any right of EIB to forfeit the Bonds and
interest due on late payment/Not Applicable]
- 25 Details relating to Instalment Bonds: [Specify details/Not Applicable]
(If not applicable, delete the remaining sub-

- paragraphs of this paragraph 25)*
- (i) Instalment Amount(s): [●] (*specify*)
 - (ii) Instalment Date(s): [●] (*specify*)
 - (iii) Minimum Instalment Amount: [●] (*specify*)
 - (iv) Maximum Instalment Amount: [●] (*specify*)
- 26 Redenomination, renominatisation and [The provisions [in Condition [●]] [annexed to this
reconventioning provisions: Pricing Supplement] apply/Not Applicable/]
- 27 Consolidation provisions: [The provisions [in Condition [●]] [annexed to this
Pricing Supplement] apply/Not Applicable/]
- 28 Other terms or special conditions: [*Specify details*/Not Applicable]

DISTRIBUTION PROVISIONS

- 29 Method of distribution: [Syndicated/Non-Syndicated]
- (i) If syndicated, names of Managers: [*Specify names*/Not Applicable]
 - (ii) If non-syndicated, name of [Specify name/Not Applicable]
Relevant Dealer:
 - (iii) Stabilising manager (if any): [*Specify name*/Not Applicable]
 - (iv) Commission: [Combined management and underwriting commission
of [●] per cent. of the principal amount of the Bonds
being issued and selling concession of [●] per cent. of
the principal amount of the Bonds being issued/Other
(*specify*)/None]

OPERATIONAL INFORMATION AND LISTING

- 30 Any clearing system(s) other than [Specify name(s) and number(s)/Not Applicable]
Euroclear or Clearstream Banking
Luxembourg and the relevant identification
number(s):
- 31 Agents appointed in respect of the Bonds: **Fiscal Agent and principal Paying Agent [Registrar]
[Calculation Agent] [Exchange Agent]**
Citibank, N.A. London
5 Carmelite Street
London EC4Y 0PA
[Paying Agent/Transfer Agent/Listing Agent]
Dexia Banque Internationale à Luxembourg,
société anonyme
69 route d'Esch
L- 2953 Luxembourg
[Exchange Agent]
[●]
[Calculation Agent]

[•]

(Insert agents other than the Fiscal Agent, Registrar and principal Paying Agent/Paying Agent and Transfer Agent appointed in respect of the programme)

- 32 Listing:
- 33 Governing law:
- [Luxembourg/Other (specify)/None]
- [English/Luxembourg/Other (specify)]

EUROPEAN INVESTMENT BANK:

By:_____

By:_____

GENERAL INFORMATION

1. EIB has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Bonds. The establishment of this programme was authorised by resolution of its board of directors passed on 30 January 1996 and by resolution of its management committee passed on 24 April 1996. The increase in the permitted maximum aggregate net proceeds of Bonds outstanding was authorised by resolution of its board of directors passed on 15 June 2004 and by resolutions of its management committee passed on 27 April 2004, 28 April 2004 and 21 July 2004.
2. Bonds issued under this programme have been accepted for clearance through Euroclear and Clearstream Banking Luxembourg. The Common Code and the International Securities Identification Number (ISIN), and the CUSIP Numbers, where applicable for each issue of Bonds will be set out in the relevant pricing supplement.
3. The Luxembourg Stock Exchange has allocated this programme the number 11734 for listing purposes. In relation to Bonds listed on the Luxembourg Stock Exchange, EIB will ensure that there is at all times a paying agent located in Luxembourg.
4. The net proceeds of the issue of the Bonds will be used in the general operations of EIB.
5. Copies of the statute of EIB, the latest annual financial report of EIB, this offering circular, the amended and restated agency agreement dated 19 August 2004 and the amended and restated deed of covenant dated 19 August 2004 may be inspected at the specified offices of the fiscal agent and each paying agent during normal business hours, so long as any of the Bonds are outstanding. Copies of the pricing supplement relating to each issue of Bonds may be obtained from the paying agent(s), registrar and/or transfer agent(s) appointed in respect of those Bonds.
6. On 1 May 2004 the Czech Republic, Estonia, Cyprus, Latvia, Lithuania, Hungary, Malta, Poland, Slovenia and Slovakia became member states of the European Union. On accession the statute of EIB was amended with respect to capital and governance in accordance with Protocol No. 1 to the Accession Treaty. Following the increase, EIB's subscribed capital in EUR is as follows:

Germany	26 649 532 500
France	26 649 532 500
Italy	26 649 532 500
United Kingdom	26 649 532 500
Spain	15 989 719 500
Belgium	7 387 065 000
Netherlands	7 387 065 000
Sweden	4 900 585 500
Denmark	3 740 283 000
Austria	3 666 973 500
Poland	3 411 263 500
Finland	2 106 816 000
Greece	2 003 725 500
Portugal	1 291 287 000
Czech Republic	1 258 785 500
Hungary	1 190 868 500
Ireland	935 070 000
Slovakia	428 490 500
Slovenia	397 815 000

Lithuania	249 617 500
Luxembourg	187 015 500
Cyprus	183 382 000
Latvia	152 335 000
Estonia	117 640 000
Malta	69 804 000
Total	163 653 737 000

7. The Board of Governors of EIB has decided, in its annual meeting held on 2 June 2004, to appropriate the balance of the profit and loss account for the year ended 31 December 2003, which after the release of EUR 55 000 000 from the fund for general banking risks amounted to EUR 1 423 504 110, as follows: an amount of EUR 998 845 716 to the Reserve Fund, which would thus reach 10% of subscribed capital, being EUR 16.4 billion, and an amount of EUR 424 658 394 to the Additional Reserves. It was also decided to transfer an amount of EUR 113 702 592, resulting from a value adjustment on venture capital operations, from the funds allocated to venture capital operations to the Additional Reserves. Following this transfer, the funds allocated to venture capital operations amounted to EUR 1 755 066 872 and the Additional Reserves to EUR 538 360 986.
8. The member states of the European Union have adopted a directive regarding the taxation of savings income. Pursuant to the directive each member state will be required to provide to the tax authorities of another member state details of payments of interest made by a person within its jurisdiction to an individual resident in that other member state, subject to the right of certain member states to opt instead for a withholding system for a transitional period in relation to such payments. Investors should rely on their own analysis of the directive and respective laws and should take advice from appropriate legal or taxation professionals.
9. No Bearer Bonds can be delivered to any address in the United States or its possessions. Paying agents for the Bearer Bonds will have their specified office outside of the United States and no payment in respect of the Bearer Bonds can be made either by mail to an address in the United States or its possessions or by transfer to an account maintained in the United States. The Bearer Bonds can only be delivered to a custodian or depository outside the United States for Euroclear and Clearstream Banking Luxembourg (or any other clearing system agreed by EIB).

ISSUER

European Investment Bank
100, boulevard Konrad Adenauer
L-2950 Luxembourg

ARRANGERS

Deutsche Bank AG London
Winchester House
1 Great Winchester Street
London EC2N 2DB

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB

**FISCAL AGENT, PRINCIPAL PAYING AGENT, REGISTRAR, EXCHANGE AGENT AND
TRANSFER AGENT**

Citibank, N.A. London
5 Carmelite Street
London EC4Y 0PA

PAYING AGENT, TRANSFER AGENT AND LUXEMBOURG LISTING AGENT

Dexia Banque Internationale à Luxembourg, société anonyme
69, route d'Esch
L-2953 Luxembourg

LEGAL ADVISERS TO THE ISSUER (as to U.S. Law)

Cravath, Swaine & Moore LLP
Citypoint, One Ropemaker Street
London EC2Y 9HR

LEGAL ADVISERS TO THE ARRANGERS

Linklaters
One Silk Street
London EC2Y 8HQ

Arendt & Medernach
14, rue Erasme
L-2010 Luxembourg

Exhibit B
(Filed Under Seal)

PRICING SUPPLEMENT

**EUROPEAN INVESTMENT BANK
EUR 100,000,000,000
Debt Issuance Programme**

Issue Number: 0915/0100

USD 1,000,000,000 4.25 per cent. Bonds due 15 October 2012

Issue Price: 99.238 per cent.

**BNP Paribas
JPMorgan
Morgan Stanley**

The date of this Pricing Supplement is 22 July 2005

This Pricing Supplement, under which the securities described herein (the "Bonds") are issued, is supplemental to, and should be read in conjunction with, the offering circular (the "Offering Circular") dated 19 August 2004 issued in relation to the EUR 100,000,000,000 Debt Issuance Programme of European Investment Bank ("EIB"). Terms defined in the Offering Circular have the same meaning in this Pricing Supplement. The Bonds will be issued on the terms of this Pricing Supplement read together with the Offering Circular.

EIB accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Offering Circular, contains all information that is material in the context of the issue of the Bonds.

This Pricing Supplement does not constitute an offer of, or an invitation by or on behalf of anyone to subscribe or purchase any of, the Bonds.

On 29 October 2004 the member states of the European Union signed the "Treaty establishing a Constitution for Europe" in Rome. The fifth Protocol on the Statute of the European Investment Bank contains a revised Statute of the EIB, which will become effective when the treaty enters into force in accordance with Article IV-447 of such treaty.

The member states of the European Union signed a treaty of accession with Romania and the Republic of Bulgaria on 25 April 2005 in Luxembourg. Under the treaty, which is subject to ratification, Romania and the Republic of Bulgaria would become member states of the European Union on 1 January 2007 or, in certain circumstances, 1 January 2008.

In connection with the issue of the Bonds, Morgan Stanley & Co. International Limited (the "Stabilising Manager") (or any person acting on its behalf) may over-allot Bonds (provided that aggregate principal amount of Bonds allotted does not exceed 105 per cent. of the aggregate principal amount of the Bonds) or effect transactions with a view to supporting the market price of the Bonds at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or any person acting on its behalf) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Bonds is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Bonds and 60 days after the date of the allotment of the Bonds.

The terms of the Bonds and additional provisions relating to their issue are as follows:

GENERAL PROVISIONS

1	Issue Number:	0915/0100
2	Security Codes:	
	(i) ISIN:	XS0225513703
	(ii) Common Code:	022551370
3	Currency	United States Dollars ("USD")
4	Principal Amount of Issue:	USD 1,000,000,000
5	Specified Denominations:	USD 1,000, USD 10,000 and USD 100,000
6	Issue Date:	26 July 2005

INTEREST PROVISIONS

7	Interest Type:	Fixed Rate (Further particulars specified below)
8	Interest Commencement Date:	26 July 2005
9	Fixed Rate Provisions:	Applicable
	(i) Interest Rate:	4.25 per cent. per annum
	(ii) Interest Period End Dates:	Interest Payment Dates without adjustment for any Business Day Convention
	(iii) Interest Payment Dates:	15 October in each year commencing 15 October 2005, up to, and including, the Maturity Date, subject in each case to adjustment in accordance with the Business Day Convention specified
	(iv) Business Day Convention:	Following
	(v) Interest Amounts:	USD 42.50 per USD 1,000 in principal amount USD 425.00 per USD 10,000 in principal amount USD 4,250.00 per USD 100,000 in principal amount
	(vi) Broken Amount:	USD 9.33 per USD 1,000 in principal amount payable on 15 October 2005 USD 93.26 per USD 10,000 in principal amount payable on 15 October 2005 USD 932.64 per USD 100,000 in principal amount payable on 15 October 2005

	(vii) Day Count Fraction:	30/360
	(viii) Business Day Centres:	New York, London
	(ix) Other terms relating to the method of calculating interest for Fixed Rate Bonds:	Not Applicable
10	Floating Rate Provisions :	Not Applicable
11	Zero Coupon Provisions:	Not Applicable
12	Index-Linked Provisions:	Not Applicable
13	Foreign Exchange Rate Provisions:	Not Applicable

NORMAL REDEMPTION PROVISIONS

14	Redemption Basis:	Redemption at par
15	Maturity Date:	15 October 2012
16	Redemption Amount:	Principal Amount
17	Business Day Centres:	New York, London

OPTIONS AND EARLY REDEMPTION PROVISIONS

18	Issuer's Optional Redemption:	Not Applicable
19	Bondholders' Optional Redemption:	Not Applicable
20	Redemption Amount payable on redemption for an Event of Default:	Redemption at par
21	Unmatured Coupons to become void upon early redemption	No

PROVISIONS REGARDING THE FORM OF BONDS

22	Form of Bonds:	Bearer Bonds Permanent Global Bearer Bond exchangeable for Definitive Bonds in the limited circumstances specified in the permanent Global Bearer Bond
23	Details relating to Partly Paid Bonds:	Not Applicable
24	Details relating to Instalment Bonds:	Not Applicable
25	Redenomination, renominatisation and reconventioning provisions:	Not Applicable
26	Consolidation provisions:	Not Applicable
27	Other terms or special conditions:	Not Applicable

DISTRIBUTION PROVISIONS

28	Method of distribution:	Syndicated
----	-------------------------	------------

- | | | |
|-------|---|---|
| (i) | If syndicated, names of Managers: | BNP Paribas
J.P. Morgan Securities Ltd.
Morgan Stanley & Co. International Limited |
| (ii) | If non-syndicated, name of Relevant Dealer: | Not Applicable |
| (iii) | Stabilising manager (if any): | Morgan Stanley & Co. International Limited |
| (iv) | Commission: | Combined underwriting, management and selling commission of 0.125 per cent. of the aggregate principal amount of the Bonds being issued |

OPERATIONAL INFORMATION AND LISTING

- | | | |
|----|--|---|
| 29 | Any clearing system(s) other than Euroclear or Clearstream Banking Luxembourg and the relevant identification number(s): | Not Applicable |
| 30 | Agents appointed in respect of the Bonds: | <p>Fiscal Agent and principal Paying Agent
Citibank, N.A. London
5 Carmelite Street
London EC4Y 0PA</p> <p>Paying Agent and Listing Agent
Dexia Banque Internationale à Luxembourg,
société anonyme
69 route d'Esch
L-2953 Luxembourg</p> |
| 31 | Listing: | Luxembourg |
| 32 | Governing law: | English |

EUROPEAN INVESTMENT BANK: *EB*

By: *Bargues - Petmev*

By: *[Signature]*